

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

HAZIM GAMEEL D ALSAIDI and JASMINE
GROCERY INC.,

No. 23 Civ. 11196 (DLC)

Plaintiffs,

-against-

UNITED STATES OF AMERICA,
UNITED STATES DEPARTMENT OF
AGRICULTURE, FOOD AND NUTRITION SERIVCE,

Defendants.

STIPULATION OF SETTLEMENT

WHEREAS, Plaintiffs HAZIM GAMEEL D ALSAIDI and JASMINE GROCERY INC. (together, "Plaintiffs") filed the complaint in the above captioned matter on December 27, 2023 against the United States of America and the United States Department of Agriculture (together, "Defendants"; and collectively with Plaintiffs, the "Parties"), seeking to set aside a Final Agency Decision of the United States Department of Agriculture, Food and Nutrition Service ("FNS"), dated December 12, 2023, temporarily disqualifying Plaintiffs from the Supplemental Nutrition Assistance Program ("SNAP") for a period of six months; and

WHEREAS the Parties desire to resolve all claims in this action:

IT IS STIPULATED AND AGREED, by and between the Parties, through their respective counsel, as follows:

1. This action is dismissed with prejudice and without costs, expenses, or attorney's fees.

2. In lieu of Plaintiffs' temporary six-month disqualification from SNAP, Plaintiffs agree to pay FNS a **civil money penalty totaling \$7,770.00**, payable in six (6) equal installments of \$1,295.00, with the first payment made within 30 days of the date that Plaintiffs sign this Stipulation of Settlement ("Stipulation"), and each subsequent payment made within 30 days of the prior payment, such that Plaintiffs shall have paid the civil money penalty totaling \$7,770.00, in full within 180 days of the date that Plaintiffs sign this Stipulation. Plaintiffs' payments shall be made either electronically via www.pay.gov or by certified check, made payable to the U.S. Department of Justice, and delivered by certified or registered mail to the U.S. Department of Justice, Nationwide Central Intake Facility, P.O. Box 790363, St. Louis, Missouri 63179-0363. If payments are made by check, the checks shall identify in the "memo" section the case name, docket number, and consolidated debt collection service (CDCS) number, which will be provided to counsel for Plaintiffs following execution of this agreement.

3. If Plaintiffs fail to make any of the payments referenced in paragraph 2 above when due, after a seven-day grace period, Plaintiffs shall be deemed in default of this Stipulation, and Plaintiffs agree that: (a) they will be immediately disqualified from SNAP for six months; (b) they waive the right to administrative or judicial review of such disqualification; and (c) they forfeit any portion of the total civil money penalty that they have already paid. In the event of any default, Plaintiffs will be obligated to serve the entire six-month disqualification period, regardless of whether they have already paid any portion of the total civil money penalty.

4. Plaintiffs shall make the payments as provided in this Stipulation regardless of whether they continue to operate during the time when the payment is due.

5. Plaintiffs further agree to comply with, and remain subject to, all applicable laws and regulations of SNAP, and to fulfill their obligations as set forth in this Stipulation.

6. This settlement does not vacate FNS's determination dated September 9, 2022, which found that the violations cited in the August 19, 2022 charge letter had occurred and which was subsequently affirmed, following an administrative action, on December 12, 2023, and does not preclude Defendants from taking any administrative action against Plaintiffs based on future conduct as permitted by the Food and Nutrition Act of 2008, as amended, the SNAP regulations, or any other applicable laws or regulations.

7. Plaintiffs acknowledge that they fully understand the waivers of rights set forth in this Stipulation and knowingly and voluntarily waive those rights after a full and complete opportunity to consult an attorney regarding said waivers and their meaning.

8. The Parties acknowledge, understand, and agree that this Stipulation sets forth the entire agreement between them relating to the subject matter hereof.

9. This Stipulation shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, and assigns.

10. It is contemplated that this Stipulation may be executed in several counterparts. All such counterparts and signature pages, together, shall be deemed to be one document.

so ordered.


Anna Loke
1/25/24

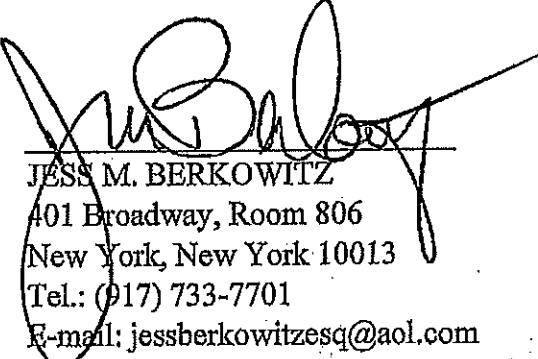
Dated: January 25, 2024
New York, New York

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Dated: January 24, 2024
New York, New York

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